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FILED
APR 15 2005
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

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CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: **FOUNTAIN VIEW, INC.**, a Delaware corporation, et al. Debtors.	Case No.: LA 01-39678 BB through LA 01-39697 BB And LA 01-45516 BB; LA 01-45520 BB; and LA 01-45525 BB (Jointly Administered under Case No. LA 01-39678 BB) Chapter 11 **Stipulation Re Confidential Information; Order Thereon**

PROTECTIVE ORDER (CLEAN).DOC

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WHEREAS the undersigned parties appearing in this bankruptcy case anticipate that confidential; and/or proprietary information (hereinafter, "Confidential Information") will be produced in discovery in connection with the adjudication of Claim numbers 390, 896, 1608 and 1610 (the "claims"); and,

WHEREAS the undersigned parties desire to protect their Confidential Information and the Confidential Information of others from public disclosure except as required by law and as is necessary for the resolution of these claims;

THEREFORE, THE UNDERSIGNED PARTIES, BY AND THROUGH THEIR COUNSEL OF RECORD, HEREBY STIPULATE AND AGREE and ask that the Court enter a protective order according the following terms:

1. Confidential Information is information (i) which has not been made public, and (ii) which concerns or relates to the confidential, proprietary, and/or private investments, accounts, transactions, tax information, or other business dealings (including compromise of claims) of persons, partnerships, limited liability companies, or corporations, whether or not a party to these claims, the disclosure of which could cause harm to the person, partnership, limited liability company, and/or corporation, or which would violate such person's privacy rights or cause such person to breach an agreement to maintain confidentiality. In connection with discovery proceedings for these claims, the parties may designate any document, thing, material, or testimony containing Confidential Information, or other information derived therefrom, as Confidential Information under the terms of this *Stipulation Re. Confidential Information; Order Thereon* (hereinafter, "Order").

2. Confidential Information shall be so designated by stamping copies of the documents produced to a party with the legend "CONFIDENTIAL." By designating a document, thing, material, testimony or other information derived therefrom as "CONFIDENTIAL" under the terms of this Order, the party making the designation is certifying to the Court that there is a good faith basis both in law and in fact for the designation within the meaning of Federal Rule of Civil Procedure 26(g).

3. Discovery of non-parties may involve receipt of information, documents, things or testimony which include or contain Confidential Information. A non-party producing such material in this case may designate as "CONFIDENTIAL" some or all of the material it produces in the same manner provided for in this Order with respect to material furnished by or on behalf of the parties to these claims. Any party may also designate as "CONFIDENTIAL" any materials or information produced by a non-party that constitutes Confidential Information of the designating party under Paragraph 2 of this Order, regardless of whether the producing non-party has also so designated. Non-party materials designated "CONFIDENTIAL" or by a non-party or party shall be governed by the terms of this Order.

4. Testimony given at a deposition, ~~hearing, trial, or any other judicial proceeding~~ SAD may be designated as Confidential Information by an appropriate statement on the record at the time of the giving of such testimony. Arrangements shall be made with the court reporter taking and transcribing the testimony to separately bind such portions of the transcript containing information designated as Confidential Information, and to label such portions appropriately.

6. Material designated as Confidential Information under this Order, the information contained therein, and any summaries, copies, abstracts, or other documents derived in whole or in part from material designated as Confidential Information (hereinafter "Confidential Material") shall be used by the parties only for the purposes of prosecution, defense, settlement, or appeal of these claims, and may not be used by the parties or their attorneys or agents for any other purpose or furnished to anyone else for any other purpose. Moreover, nothing herein is or shall be construed as a waiver to oppose production of any information on any other basis.

7. Confidential Material produced pursuant to this Order may be disclosed or made available only to the Court and Court personnel, to a party, to counsel for a party (including the paralegal, clerical, and secretarial staff employed by such counsel), and to the "qualified persons" designated below:

a. An officer, director, or employee of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement of these claims;

b. experts or consultants (together with their clerical staff) retained by such counsel to assist in the prosecution, defense, or settlement of these claims;

c. the court reporters and videographers employed in connection with the litigation of these claims;

d. witnesses at any deposition or other proceeding in in connection with the litigation of these claims; and,

e. any other person as to whom the parties in writing agree.

Prior to receiving or reviewing any Confidential Material, whether at deposition or otherwise, each "qualified person" shall be provided with a copy of this Order and shall execute a nondisclosure agreement in the form of Attachment A, a copy of which shall thereafter be provided to counsel for each other party.

8. In the event a party receives a subpoena or other request pursuant to the Federal or any state code or rules of civil procedure requesting Confidential Information, such party shall inform the below-signed counsel for the producing party of the Confidential Information in sufficient time to permit counsel for that party to object or otherwise respond to the subpoena or request as appropriate.

9. Nothing in this Order shall impose any restrictions on the use or disclosure by a party of material obtained by such party independent of discovery in connection with these claims, whether or not such material is also obtained through discovery in connection with these claims, or from disclosing its own Confidential Material as it deems appropriate. Nothing in this Order shall prevent any party or counsel for any party from showing or revealing Confidential Material to persons who wrote, created, or received such Confidential Material at or around the time of its creation.

10. If Confidential Material, including any portion of a deposition transcript designated as Confidential, is included in any papers to be filed in the Court, such papers shall be labeled "Confidential -- Subject to Court Order" and filed under seal until further order of this Court. All such filings shall also conform to the requirements Federal Rules of Civil Procedure and the Local Rules for filing documents under seal.

11. In the event that any Confidential Material is used in any court proceeding in connection with these claims, it shall not lose its confidential status through such use, and the party using such shall take all reasonable steps to maintain its confidentiality during such use.

12. The inadvertent or unintentional disclosure by a producing party of Confidential Material during the course of this litigation, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter. Counsel for the parties shall in any event, to the extent possible, upon discovery of inadvertent error, cooperate to restore the confidentiality of the Confidential Material that was inadvertently or unintentionally disclosed.

13. This Order shall be without prejudice to the right of the parties (i) to bring before the Court at any time the question of whether any particular document or information is confidential or whether its use should be restricted, or (ii) to present a motion to the Court under FRCP 26(c) for a separate protective order as to any particular document or information, including restrictions differing from those specified in this Order. This Order shall not be deemed to prejudice the parties in any way in any future application for modification of this Order.

14. This Order is entered solely for the purpose of facilitating the exchange of documents and information between the parties to these claims without involving the Court unnecessarily in the process. Nothing in this Order nor the production of any information or document under the terms of this Order nor any proceedings pursuant to this Order shall be

deemed to have the effect of an admission or waiver by any party, or of altering the confidentiality or nonconfidentiality of any such document or information, or altering any existing obligation of any party.

15. This Order shall survive the final termination of these claims, to the extent that the information contained in Confidential Material is not or does not become known to the public, and the Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed hereunder. Upon termination of this case, counsel for the parties shall assemble and return to each other all documents, material and deposition transcripts designated as confidential and all copies of same, or shall certify the destruction thereof; provided, however, that outside counsel for each party may retain one complete and unredacted set of pleadings and papers filed with the Court or served on the other parties.

IT IS SO STIPULATED.

DATED: March 17, 2005

KLEE, TUCHIN, BOGDANOFF & STERN LLP

By [signature]
Edward T. Attanasio, Esq.
Reorganization Counsel for Debtors and Debtors in Possession

DATED: March 17, 2005

MUSICK PEELER & GARRETT, LLP

By [signature]
Richard S. Conn, Esq.
Attorneys for Meridian Insurance Company, Ltd.

ORDER

It is so ORDERED.

Done and dated this 15th day of April, 2005.

BY THE COURT:

The Honorable Sheri Bluebond
United States Bankruptcy Judge

Attachment A

NONDISCLOSURE AGREEMENT

I understand that I am being given access to Confidential Material pursuant to a Protective Order entered in *In re: FOUNTAIN VIEW, INC., et al.,* Case Nos. LA 01-39678 BB through LA 01-39697 BB; and LA 01-45516 BB, LA 01-45520 BB, and LA 01-45525 BB03-01264 BR, in the United States Bankruptcy Court, Central District of California. I have read the Protective Order and agree to be bound by its terms with respect to the handling of such Confidential Material, and agree to submit to the jurisdiction of the issuing Court for enforcement of such Protective Order.

Under penalty of perjury of the laws of the United States, I attest to the truth of the above.

Dated ______________________________.

____
SIGNATURE

____
PRINTED NAME

In re: FOUNTAIN VIEW, INC. et al., Debtor.	CASE NO.: LA 01-39678 BB CHAPTER 11

**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO:

Brendt C. Butler, Esq., Klee, Tuchin, Bogdanoff & Stern LLP,
2121 Avenue of the Stars, 33rd Floor, Los Angeles, CA 90067

Edward T. Attanasio, Esq., Klee, Tuchin, Bogdanoff & Stern LLP,
2121 Avenue of the Stars, 33rd Floor, Los Angeles, CA 90067

Joseph Caceres, Esq., Office of the U.S. Trustee
Ernst & Young Plaza, 725 S. Figueroa Street, 26th Fl., Los Angeles, CA 90017

Skilled Healthcare Group, Inc., Attn: Roland Rapp
27442 Portola Parkway, Suite 200, Foothill Ranch, CA 92610

Richard Conn, Esq. Musick, Peeler & Garrett
One Wilshire Boulevard, Suite 2000, Los Angeles, CA 90017

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (specify) **STIPULATION RE CONFIDENTIAL INFORMATION; ORDER THEREON**

was entered on ***(specify date)***: APR 18 2005

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (*specify date*): APR 18 2005

Dated: APR 18 2005

JON D. CERETTO
Clerk of the Bankruptcy Court

By: ______________________
Deputy Clerk